

SOURCE	Company		
EFF.	91	1	01
TERM.	92	12	31
No. OF EMPLOYEES	160		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

B E T W E E N :

THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO
(c.o.b. "Rainycrest Home for the Aged")
(hereinafter called the "Employer")

of the first part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65
(hereinafter called the "Union")

of the second part

AGREEMENT TERM: January 1, 1991 to December 31, 1992

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COLLECTIVE AGREEMENT

B E T W E E N:

THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT PRANCES, ONTARIO
(c.o.b. "Rainycrest Home for the Aged")
(hereinafter called the "Employer")

of the first part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65
(hereinafter called the "Union")

of the second part

NOW THEREFORE this Agreement witnesseth:

ARTICLE 1 - GENERAL PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Union.

ARTICLE 2 - DEFINITIONS

2.01 Employees

Regular full-time employees shall mean persons who have satisfactorily served the probationary period and who are normally employed in full-time positions of a continuous nature.

2.02 Regular Part-Time Employees

Regular part-time employees shall mean persons who have satisfactorily served the probationary period and who are normally employed in part-time positions of a continuous nature.

Regular part-time employees shall receive the wage rates, conditions of employment, and benefits specified in this Agreement on a pro-rata basis according to their tours of duty.

Seniority for purposes of job posting, layoffs, and vacation credits shall be calculated on a pro-rata basis according to tours of duty.

2.03 Casual Employees

Casual employees shall mean persons hired to replace regular full-time employees or regular part-time employees during vacations, illness, leave of absence or otherwise on a short-term basis.

Article 2 • Definitions (cont'd.)

2.03 Casual Employees (cont'd.)

Seniority for purposes of promotion, layoffs and vacation credits shall be calculated on a pro-rata basis according to tours of duty.

The following procedure will be followed by Department Heads or designate when calling in replacement staff.

1. The Department Head or designate will make one call to each person on the casual call-in list for that department in order of seniority, until a replacement is found.
2. If no one on the casual call-in list is willing to work the shift, the Department Head or designate will make one call to each person on the regularly scheduled part-time list who is not already scheduled to work, in order of seniority. If no regular part-time is available one call will be made from the list of regular full-time qualified employees who are willing to work. Such call will be made in order of seniority in the department for which the work is available.
3. The Department Head or designate will maintain a separate record of calls made to staff, including name, date, time and response (i.e., accept, refuse [with reason] or no answer).
4. If the Department Head or designate is not successful in finding a replacement, he or she may decide to reassign work, or obtain a replacement from an alternate source.
5. Casual call-in employees:
 - (a) Refusal of three consecutive calls of available work in any three-month period shall result in the employee being placed on the bottom of the on-call list for a period of twelve (12) months unless such work was refused by reason of the employee being incapacitated due to illness, accident or by reason of being on vacation.
 - (b) Casual employees shall not be entitled to refuse available work due to vacation during the period of June 15th to September 15th and shall be available to work either December 25th or January 1st. Permission to be absent from work may be granted by the Administrator upon receipt of written request at least two weeks in advance, notwithstanding the restricted periods described above. This request will not be unreasonably withheld if sufficient casual relief is available. The schedule of hours for working during Christmas and New Year's shall be posted by November 25th.

Article 2 - Definitions (cont'd.)

2.03 Casual Emplo, e, s (cont'd.)

5. Casual call-in employees: (cont'd.)

(c) When calling in casuals for possible long-term (twenty [20] - forty [40] tours) relief, the first available casual will replace until the next regular call-in day, when the remainder of the term will be offered to casuals in order of seniority, providing that they are not already doing a long-term (twenty [20] - forty [40] tour) replacement.

2.04 Gender Clause

For the purposes of interpretation of this Agreement, wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

2.05 Definition of Tour

A tour shall consist of eight (8) hours of work.
A working day shall consist of eight (8) hours of work.
A working year for the purposes of calculating seniority shall consist of 260 tours.

2.06 Basic Services

The Employer shall retain the right to address the Activation Department's needs relative to the best interest of the Residents and in so doing, shall determine the staffing complement by job classification required during paid holidays outlined in Article 17 of this Agreement, by the implementation of a rotation system.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Rainycrest Home for the Aged, save and except professional medical staff, R.N.'s, supervisors, persons above the ranks of supervisors, office personnel employed in a confidential capacity, and students employed during the school vacation period.

Article 3 - Recognition (cont'd.)

3.01 Bargaining Unit (cont'd.)

(b) The Union agrees that the Employer may use trainees under any Canada Manpower endorsed programs provided that they consult with the Union as to the number of trainees and the work which they will perform. Both parties will mutually agree before such a program is instituted or started.

3.02 Management Functions

The Union recognizes that it is the exclusive function of the Employer to manage, which function without limiting the generality of the foregoing, include the right to determine:

(a) Employment, appointment, complement, organization, assignment, to discipline, dismiss or suspend for just cause, work methods and procedure, kinds and location of equipment and classification of positions.

(b) Training and development, employee appraisals, governing principals of which are subject to review by the Employer in the consultation with the Union.

(c) The Employer will not exercise or make or enforce regulations inconsistent with the provisions of this Agreement unless by mutual consent.

(d) Before the Employer introduces technological change that will affect employees or where any policy change will adversely affect employees there will be prior notice and discussion with the Union **at a** Union/Management meeting.

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration Procedure.

3.03 No Other Agreements

No employee shall be required or permitted to make written or verbal agreements with the Employer or his/her representatives which may conflict with the terms of their Collective Agreement.

This will not preclude the Employer entering into a written agreement with individual staff who receive upgrading courses at a cost to the Employer.

A copy of such written agreement shall be forwarded to the Secretary and Shop Steward/Rainycrest of the Local Union.

Article 3 - Recognition (cont'd.)

3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees represented by the Union during the term of this Agreement, and if such action is taken, the Union will instruct the employees to return to work and perform their usual duties and to resort to the Grievance Procedure established within this Agreement, for the settlement of complaints and grievances.

ARTICLE 5 - NO DISCRIMINATION

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any employee on account of membership or non-membership in any trade union or association or by reason specified under the Ontario Human Rights Code.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties arising out of the this Agreement or incidental thereto, shall pass to and from the Administrator (or his designate) of the Employer and the Recording Secretary and Shop Steward/Rainycrest of the Union.

Changes that affect the Bargaining Unit shall be communicated in writing to the Local Shop Steward at Rainycrest Home for the Aged and shall be discussed at Union/Management meetings in accordance with Clause 7.02 of this Agreement.

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 Union Administrative Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Union Administrative Committee, hereinafter called the "Committee" and the said Committee shall consist of three (3) employees for the purpose of grievances, five (5) for the purpose of negotiating, and will deal with the said Committee with respect to any matter which properly arises during the term of the Agreement.

Article 7 - Labour-Management Relations (cont'd.)

7.01 Union Administrative Committee (cont'd.)

The Union acknowledges that the members of the Committee must continue to perform their regular duties, and that insofar as possible, all activities of the Committee will be carried on outside the regular working hours of the members thereof unless otherwise agreed and mutually arranged.

When at the request of the Employer the Union Administrative Committee meets with representatives of the Employer during regular working hours of any member of the Union Administrative committee, such members will not suffer any reduction in pay for attendance at such meetings.

7.02 Meeting of Committee

Union/Management meetings will be held on a needs basis. The party requesting the meeting will notify the other within 48 hours of the meeting with an agenda setting out the matters to be discussed.

1. A written agenda will be exchanged forty-eight (48) hours prior to scheduled meetings;
2. Last-minute items may be added to the agenda on the date of the meeting;
3. Written minutes of all meetings shall be the responsibility of the representatives of both the Union and the Employer, with such representation alternating the duties associated with the recording and distribution of the Minutes; and
4. Written minutes of all meetings shall be read and approved at the following meeting and posted in the workplace.

7.03 Technical Information

The Employer shall make available to the Union and Shop Steward/Rainycrest, information required by the Union and Shop Steward/Rainycrest regarding job descriptions of positions in the bargaining unit.

7.04 Representation

The Employer shall be notified in writing of the names of the Union Committee. The Employer will, if requested, supply the Union with an organizational chart demonstrating the lines of authority and responsibility within the Home.

Article 8 - Union Membership Requirement and Check-Off of Union Dues (cont'd.)

8.05 New Employees

Upon successful completion of the probationary period of a new employee, the Employer will advise the Secretary of the Union and Shop Steward/Rainycrest, the name of the successful employee and position held.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Set

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within five (5) working days following advice of his immediate supervisor's decision in the following manner and sequence:

STEP 1

An employee or one designated member of a group of employees having a grievance shall within five (5) working days of the alleged grievance, refer the matter in writing to his or her immediate supervisor who shall give his or her answer in writing to such employee within five (5) working days following the receipt by the immediate supervisor of the written grievance.

STEP 2

If the grievance is not adjusted by the immediate supervisor, the employee with a steward may refer the written grievance to the Employer's Administrator within five (5) working days following the receipt of the written reply of the immediate supervisor. The employee or the Union Committee with his or her consent, or the Administrator may request a meeting which shall be held within five (5) working days after such request. The grievor, two Union representatives and two representatives of the Employer shall be the only persons entitled to attend this meeting. The Administrator shall give his decision in writing to the employee and to the Union Committee not later than five (5) working days following the presentation to him of the written grievance.

Article 7 - Labour-Management Relations (cont'd.)

7.05 Permission to Leave Work

In order that the work of the Employer shall not be unreasonably interrupted, the Union acknowledges that a Steward or member of the Committee shall not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties they will report to their respective supervisors.

ARTICLE 8 - UNION MEMBERSHIP REQUIREMENT AND CHECK-OFF OF UNION DUES

8.01 All Employees to be Members

All employees of the Employer, as a condition of employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain a member in good standing in the Union within thirty (30) tours of continuing employment. A tour shall consist of eight (8) hours.

8.02 Check-Off Payments

The Employer will deduct from every employee from the date of hire, any monthly dues levied in accordance with the Union constitution and by-law and owing by the employee to the Union. Dismissal of a probationary employee shall not be made the subject of a grievance.

The total amount of said deduction shall be forwarded to the Treasurer of the Union not later than one (1) month after payroll deduction, accompanied by a list of names and addresses of employees from whom wage deductions have been made.

8.03 Dues Receipts

At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

8.04 Copies of Resolutions

Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the working conditions of the members of the Union, are to be: (a) discussed at the Union/Management meeting following the Board meeting.

Article 9 - Grievance Procedure (cont'd.)

9.01 Settling of Grievance (cont'd.)

STEP 3

If the written decision of the Administrator is not satisfactory to the employee or to the Union Committee, the employee or the Union Committee, with his or her consent may, within five (5) working days thereafter, appeal in writing to the Chairman of the Board of Management of Raincrest Home for the Aged, requesting a meeting with him, and such meeting shall be held within ten (10) days after such written request from the employee or the Committee.

The Chairman shall notify the employee of the decision of the Employer within ten (10) days after such meeting.

STEP 4

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) working days following receipt of the reply from the Board of Management or within ten (10) days of the expiration of the time for the reply from the Board of Management, notify the Employer in writing of its desire to submit the difference or allegation to arbitration accompanied by the written consent of the employee.

9.02 Grievance Forms

All grievances shall be written on standard grievance forms and shall contain only one (1) grievance. A written grievance shall be signed by the employee.

9.03 Time Limits

Failure of the employee or the Union to meet time limits in processing the grievance will cause the grievance to expire and the grievance cannot then be processed to arbitration.

Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provide s/he presents the grievance to the next step within five (5) working days after the expiration of the said time limit.

Any agreement to extend the time for processing a grievance will be valid only if signed by the Administrator or his designate and the employee who signed the grievance.

Article 9 - Grievance Procedure (cont'd.)

9.03 Time Limits (cont'd.)

Time limits shall be computed by excluding Saturdays, Sundays and Statutory Holidays.

9.04 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An Arbitrator shall have the power to allow all necessary amendments to the grievance in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

9.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed.

ARTICLE 10 - ARBITRATION

10.01 Composition of the Board of Arbitration

The Union and the Employer may agree upon an Arbitrator to hear the matter and for this purpose will exchange nominations for the appointment of an Arbitrator. Failing agreement between the Union and the Employer within six (6) days as to the Arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to a three-person Board and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so elected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be Chairman.

10.02 Failure to Appoint

If either party fails to make the required appointments within the time designated, either or both the parties may request the Minister of Labour for Ontario to fill the vacancies.

Article 10 - Arbitration (cont'd.)

10.03 Not to Act as Arbitrator

No person may act as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

10.04 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Arbitration Board present before it is rendered to the parties involved.

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable. No other grievance or difference shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Administrator and the Union.

10.05 Time Limits

If the grievance is not referred to arbitration within the said ten (10) day period, the grievance will be conclusively deemed to have been finally abandoned.

10.06 Expenses of the Board

The fees of the single Arbitrator shall be shared jointly by the parties hereto. If, however, the matter is referred to an Arbitration Board, each of the parties shall bear the fees of their own appointee and half the fees of the Chairman.

It is further agreed that the fees of the members of the Board of Arbitration shall be governed by the Ontario Arbitration Act, R.S.O. 1970, and further that the two appointees shall have the power to assist in the settling of the fees of the Chairman.

Article 10 - Arbitration (cont'd.)

10.07 Failure to Follow Procedure

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

10.08 Witnesses

At any stage of the Arbitration Procedure, the parties may have the assistance of the employee or employees concerned as witnesses and other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE CASES

11.01 Reprimands

(a) Whenever the Employer delivers a written reprimand to an employee, the Employer shall send a copy of the written reprimand to the Recording Secretary and Shop Steward/Rainycrest of the union within five (5) days, unless the employee requests confidentiality.

(b) Any record of such disciplinary action or written warnings shall be automatically destroyed after two (2) years.

11.02 Discharge

A claim by an employee that he or she has been unjustly discharged or suspended shall be treated as a grievance, if a written statement of such grievance is lodged by the employee with the Employer within five (5) days after the employee ceases to work with the Employer. Such grievance will be taken up at a special meeting with the Union Committee.

11.03 Proven Causes for Discharge

The following causes, if proven, will conclusively be deemed to be sufficient for the discharge of an employee:

- (1) theft
- (2) being on the job under the influence of alcohol or drugs so as to impair his or her duties
- (3) abuse of a resident when proven in a court of law.

Article 11 - Discharge, Suspension and Discipline Cases (cont'd.)

11.04 Discharge Procedure

When an employee is discharged or suspended, he shall be given the reason for such discharge or suspension in the presence of a Union representative and two representatives of the Employer.

11.05 Settlement of Discharge Grievance

A discharge grievance may be settled by confirming the Employer's action in dismissing or suspending the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

11.06 Personnel Records

An employee shall have the right at any reasonable time to have access and to review his/her personnel record by appointment, with the Administrator.

ARTICLE 12 - EMPLOYER'S GRIEVANCES

12.01 Grievances

It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee member or a member, which may affect the Employer and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to the designated representative.

If such complaint is not settled to the satisfaction of the Employer, the President of the Union or the designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer, give a reply in writing to the Employer.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or the designated representative, the Employer may, within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or the designated representative, the Employer may, within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 10 of this Agreement.

Article 12 - Employer's Grievances (cont'd.)

12.02 Time Limits

Unless otherwise agreed to in writing, the Employer shall comply with time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 13 - SENIORITY

13.01 Probation for Newly Hired Employees

Newly hired employees, shall serve as probationary employees until they have completed sixty (60) tours of continuous service and accordingly the dismissal of a probationary employee shall not be made the subject of a grievance.

Upon completion of the probationary period s/he shall be credited with seniority equal to sixty (60) tours.

13.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire as full-time employees except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 220 tours worked in the bargaining unit.

All full and part-time employees shall continue to accumulate seniority during an absence up to twelve (12) months due to illness or compensable or non-compensable injury for the purpose of exercising seniority for job postings only.

13.03 Seniority Lists

The Board shall maintain three Seniority Lists one (1) for regular full-time; one (1) for regular part-time and one (1) for casual employees.

"Any additions to or deletions from the list shall be updated by the Board quarterly; ~~September, December, March and June~~ and issued to the Recording secretary and Shop Steward/Rainycrest of the Union immediately. One copy shall be posted on the bulletin board. During the first thirty (30) calendar days of posting, the employees shall have the opportunity of questioning their own individual seniority standing and after this time, the seniority list as posted or amended as the case may be, shall not be open to question by the employees or the Union.

Article 13 - Seniority (cont'd.)

13.04 Seniority for Casual Employees on Posted Jobs

Where a job is posted and no regular or regular part-time employees apply for the job, a casual employee may apply and the provisions of Article 14.03 will apply.

13.05 Break in Service

An employee shall lose all seniority and shall be deemed to have quit the employ of the Home when the employee:

- (A) quits the employ of the Employer.
- (B) s/he is discharged for just cause and is not reinstated.
- (C) fails to return to work after the completion of a leave of absence granted by the Employer.
- (D) fails to return to work within seven (7) tours after being sent a recall notice by registered mail to his last recorded address with the Employer.
- (E) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted.
- (F) is laid off for more than twenty-four (24) months or is absent because of legitimate illness or absent because of compensable or non-compensable injury for more than twelve (12) months. Employees expected to be off work beyond the twelve (12) month period on a compensable injury must inform the Administrator in writing, substantiated by a doctor's certificate, the approximate date of their return to work.
- (G) is absent from work without a reason acceptable to the Administrator for three (3) or more working days in any calendar year.

13.06 An employee shall not accumulate seniority but shall maintain seniority under the following conditions:

- (A) during a period of layoff not exceeding twenty-four (24) months.
- (B) during any extended leave of absence without pay which has been granted by the Employer.

13.07 When an employee transfers from regular part-time or casual service, to full-time service his seniority shall carry forth to the full-time position and shall continue to accumulate on a tours-of-duty basis.

Article 13 - Seniority (cont'd.)

13.08 When an employee transfers through the job posting process from regular full-time service to regular part-time or at his/her request, to casual service, his/her seniority shall carry forth to the regular part-time or casual position and shall continue to accumulate on a tours-of-duty basis.

13.09 Orientation Program

Each department will establish an orientation program for new and transferred employees.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When a vacancy or new position is created, the Employer shall notify the Union Committee in writing and post notice of the position immediately on all job posting bulletin boards for a minimum of seven (7) days in order that all members will know about the position and be able to make application therefor.

14.02 OS

Such a notice shall contain the following information: Nature of position, qualifications, required knowledge and education skills, equivalent experience, shift, wage or salary rate or range, hours of work. The Administrator or designate will be the sole judge of equivalent experience. Those qualifications may not be established in an arbitrary or discriminatory manner.

Whenever a vacancy or new position is created, the position is to be filled within one (1) calendar month period whenever possible, if suitable applicants can be located. If a position remains open beyond one (1) calendar month the Administrator will notify the Union in writing stating the reasons why the member applicants were not suitable for the position. The member applicant may grieve the decision in accordance with Articles 9 and 10 of the Agreement.

14.03 Seniority in Promotion and Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer.
- (b) that job opportunity should increase in proportion to length of service.

Article 14 - Promotions and Staff Changes (cont'd.)

14.03 _____ an _____ (cont'd.)

Therefore, in making staff transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02. Appointments from within the bargaining unit shall be made within one (1) calendar month of posting, whenever possible if suitable applicants can be located.

14.04 All interim positions which vacancy exceeds two (2) months will be posted. If while working an interim position, an employee bids for and is awarded a full-time or permanent part-time position, that employee starts the new position immediately and the remaining time left on the interim position will be filled by a casual employee.

At the termination of such interim position all employees involved in such interim transfers shall return to their former classifications and wage rate without loss of seniority.

14.05 Trial Period

In the case of a transfer to another classification, the successful applicant shall be placed on a trial period. Conditional on satisfactory service, the appointment shall become permanent after a period of thirty (30) tours for full-time employees. For part-time employees the trial period will be completed in six (6) calendar weeks, no matter how many tours worked per week. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification during the trial period, he shall be returned to his former position at his former salary, without loss of seniority. Until the applicant has successfully completed his trial period, his former position will be filled by a casual employee. Casual employees who are awarded either a full or part-time position will have a trial period as defined above. Employees transferring from regular part-time to regular full-time or vice versa in the same classification there is no trial period. Employees transferring through the posting process to duties with the same **job** description there is no trial period.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURE

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

Article 15 - Layoff and Recall Procedure (cont'd.)

15.02 Order of Seniority in Layoffs and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority if qualified in accordance with Article 14 for the recall position.

An employee about to be laid off may bump any employees with less seniority, providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall include the right to bump up.

The job descriptions shall decide qualifications.

This Article does not apply to casual employees.

ARTICLE 16 • HOURS OF WORK

16.01 Regular Work Week

The regular work week for all full-time employees shall be forty (40) hours, consisting of five (5) consecutive days of eight (8) hours. In the event of transfer to a different position or classification resulting in more than five (5) consecutive days of work no overtime will be paid.

Notwithstanding the above paragraph, the regular hours of work may be changed or altered by mutual consent of both parties.

The Board will allow two (2) fifteen (15) minute paid rest periods per eight (8) hour shifts.

16.02 Overtime

All time worked in excess of the above hours shall be considered overtime; overtime shall be paid at the regular rate plus one half. The Activation Department only shall have the option to receive compensating time at the regular rate plus one half. Maintenance and Clerk Receptionists shall have the option to receive compensating time at the regular rate plus one half when they qualify under 16.04.

Article 16 - Hours of Work (cont'd.)

16.03

Regular part-time employees will receive such proportion of the benefits under the wage schedule, Article 18 - Item 18.01, Article 16, Article 15 and Article 23 - Item 23.02 and Item 23.03 as the number of hours worked bears to the number of hours worked by a regular full-time employee in the same classification. Article 16 - Item 16.01 does not apply to other than regular full-time employees.

Regular part-time employees shall receive payment for regularly scheduled statutory holidays according to the Employment Standards Act.

16.04 Shift Work

(a) Evening Shift shall be defined as those shifts in which the major portion of hours worked occurs between 3:30 p.m. and 11:30 p.m.

Night Shift shall be defined as those shifts in which the major portion of hours worked occurs between 11:30 p.m. and 7:30 a.m.

Day Shift shall be defined as those shifts in which the major portion of hours worked occurs between 7:30 a.m. and 3:30 p.m.

(b) Employees must remain on duty until his/her replacement reports for duty. This is to apply to Maintenance Department and Clerk Receptionists. Administration will endeavour to get a replacement immediately.

16.05 Shift Differential

Effective January 1, 1991 shift differential of forty-five cents (45¢) per hour is to be paid to the employees who work evening shifts.

Effective January 1, 1991 shift differential of fifty cents (50¢) per hour is to be paid for the employees who work midnight shifts.

Article 16 - Hours of Work (cont'd.)

16.06 Changes to Posted Shifts

Employees in the same classification shall be able to exchange shifts with each other at the consent of the Supervisor concerned. Each employee will be responsible for his/her scheduled shift and shall concur with the Department Head as to the name of the employee involved at least one (1) day before the change in posted shift.

No overtime shall be paid as a result of this request.

Such approval and concurrence shall not be unreasonably withheld.

A casual may participate in one (1) shift exchange per four (4) months period i.e., one between January 1 - April 30, one between May 1 - August 31 and one between September 1 - December 31. Entitlement is non-cumulative. Each shift exchange must occur within the same 24 hour period and within the same classification. such exchange of shifts must not result in the Employer incurring any overtime costs.

Casuals who are scheduled to work a long-term (over twenty [20] tours) or interim replacement may exchange shifts after completion of twenty [20] tours.

Each shift exchange must occur within the same twenty-four (24) hour period, and within the same classification, and with the consent of the Supervisor concerned.

The request form is to be completed and approved by the Supervisor prior to the shift exchange.

16.07 Reporting Pay

An employee who reports for work when scheduled by the Supervisor and is told by the Supervisor that he or she is not needed, shall be paid for four (4) hours at his/her regular rate of pay.

16.08 No Layoffs for Full-Time Employees

No regular full-time employee shall be laid off and replaced with two (2) or more regular part-time employees.

Article 16 - Hours of Work (cont'd.)

16.09 Changes to Daylight Saving Time,

At the time of change from standard to daylight saving time, employees working seven (7) hours will be paid seven (7) hours' pay. Employees reverting from daylight saving time will be paid eight (8) hours if they work eight (8) hours. If they work nine (9) hours, they will be paid one (1) hour overtime at the appropriate rate.

16.10 Call-Back Pay Guarantee - Stores Department

An employee of the Stores Department who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours of overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee **is** called in to do. When the work called back for is completed, the employee shall be allowed to leave. The employee shall be paid from the time s/he is called to report for duty until the time s/he arrives back upon proceeding directly from work.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 Paid Holidays

The following holidays will be recognized and observed with regular pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Three Floating Holidays	

If the Federal Government proclaims an additional holiday to be observed in the month of February, this Agreement shall be deemed to have been amended to include the said holiday.

17.02 _____

An employee who works on any of the holidays listed in Article 17 - Item 17.01 above shall be paid at a rate of time and one-half for such work and may be granted a day off with pay at a time mutually agreed upon by the employee and the Employer, provided however, that when the Employer and employee mutually agree, the Employer shall pay an additional day's pay in lieu of the day off.

Article 17 - Statutory Holidays (cont'd.)

17.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time designated by mutual consent.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

Employees covered by this Agreement shall be granted vacations with pay as follows:

Full-Time Employees

One (1) year of service but less than five (5) years of service three (3) weeks.

Five (5) years of service but less than fifteen (15) years of service four (4) weeks.

Fifteen (15) years of service but less than twenty (20) years of service five (5) weeks.

Twenty (20) years of service but less than twenty-five (25) years of service six (6) weeks.

Over twenty-five (25) years of service seven (7) weeks.

The years of service will be based on the anniversary date of hire. An employee will not be entitled to any vacation until after one (1) full year of service unless employment is terminated in which case s/he will be entitled to vacation pay based on 5/6 day per month of service or four percent (4%) of gross wages, whichever is greater.

Vacation allotment will be credited to the employee on April 1st of each year. This allotment is for tours worked since the previous April 1st. Anniversary date will only be used for vacation allotment the first year of hire and on resignation or retirement. The employee will be allotted vacation on April 1st according to tours worked since hire; example - hired October 1st, vacation accrued from October 1st to March 31st.

Article 18 - Vacations (cont'd.)

18.01 Length of Vacation (cont'd.)

part-Time and Casual Employees

Employees with less than two hundred and twenty (220) tours of duty will receive annual vacation with pay at the rate of four percent (4%) of gross earnings.

Employees with over two hundred and twenty (220) tours of duty but less than one thousand, one hundred (1,100) shall receive annual vacation pay at the rate of six percent (6%) of gross earnings. 1-5

Employees with over one thousand and one hundred (1,100) tours of duty but less than three thousand, three hundred (3,300) shall receive annual vacation pay at the rate of eight percent (8%) of gross earnings. 5 - 15

Employees with over three thousand, three hundred (3,300) tours of duty shall receive annual vacation pay at a rate of ten percent (10%) of gross earnings. 15 -

The regular part-time employees shall have the option of taking the earned vacation pay annually or incorporated into the regular bi-weekly earnings or equivalent time off.

For the purpose of this Agreement eight (8) hours of duty comprises one (1) tour.

Effective January 1, 1992 vacation pay shall be paid to casual employees once a year on a separate item the last pay period in December.

18.02 No vacation days may be accumulated for more than one year without the written permission of the Administrator or his designate.

18.03 Vacation Pay on Termination or Retirement

An employee terminating his employment at any time in his vacation year before he has had his vacation, shall be entitled to a proportionate payment of salary or wage earned in lieu of such vacation prior to termination.

In the event that an employee dies before he has had his vacation, a proportionate payment of salary or wages earned in lieu of such vacation shall be paid to his beneficiary or estate.

Article 18 - Vacations (cont'd.)

18.04 Preference in Vacations

Prime time summer vacations shall be granted on the basis of seniority provided that an employee exercises his choice by May 1st of each year.

Prime time Christmas, New Year's and March Break vacation shall be granted on the basis of seniority provided that an employee exercises his/her choice by November 15th of each year.

The Employer shall confirm such period of vacation by June 1st of each year.

18.05 Vacation Pay

Vacation pay, less normal deductions, for the actual amount of vacation being taken, will be paid on the pay day immediately prior to commencement of vacation, if requested with fourteen (14) days' notice to the Employer.

18.06 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement, or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual consent or at the discretion of the Administrator or his designate if no agreement is reached. Such request will not be unreasonably withheld.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him or her unable to perform his regular duties as an employee and not compensable under the Workers' Compensation Act.

Article 19 - Sick Leave Provisions (cont'd.)

19.02 Paid Sick Leave

Sick leave with full pay will be granted on the following basis:

- (a) After the sixty four probationary period, one and one-half days per month commencing from the first day of continuous employment.
- (b) The unused portion of an employee's sick leave shall accrue for his future benefits.
- (c) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Employer. In the case of temporary illness not exceeding seven (7) days per year, the Employer may waive the required proof of illness.
- (d) If an employee is laid off, retires, resigns, or dies before retirement and has completed at least five (5) years of continuous service at the date of layoff, retirement, resignation or death, he or his beneficiary shall be entitled to fifty percent (50%) of accumulated sick leave on record to his credit as of such date to a maximum of six (6) months.
- (e) An employee who is discharged for just cause is not entitled to such severance pay allowance.

19.03 An employee who is granted a leave of absence does not accumulate sick leave or holidays for the period of the leave of absence.

19.04 paid Sick Leave

A casual employee who has worked a minimum of fifteen (15) tours per calendar month will earn one (1) sick leave day up to a maximum of two (2) days per calendar year non-cumulative.

ARTICLE 20 = LEAVE OF ABSENCE

20.01 Bereavement Leave

An employee who notifies the Supervisor as soon as possible after the death of a member of his/her family shall be granted up to three (3) consecutive days' bereavement leave. Family shall be comprised of father, mother, sister, brother, son, daughter, husband, wife, common-law spouse, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent and grandchild. If the funeral falls on a working day for the death of an aunt or uncle, an employee shall be granted that day with pay.

Article 20 - Leave of Absence (cont'd.)

20.01 Bereavement Leave (cont'd.)

When such a funeral is held in an area necessitating travelling time an additional two (2) days' leave may be granted. If any leave is granted, for whatever reason, in addition to the three days' bereavement leave, such additional leave is to be deducted from any accumulated sick leave credits of the employee.

If one or more of the bereavement days fall on regularly scheduled days off, no compensation will be paid for those days.

20.02 Compassionate Leave

An employee may be granted leave of absence in the case of a serious illness in the immediate family on the approval of the Administrator. Such leave may be deducted from any accumulated sick leave credits up to a maximum of five (5) days. (Immediate family shall be in accordance with Article 20 - Item 20.01).

20.03 Parental Leave (Maternity/Paternity/Adoption Leave)
Maternity Leave

Upon written request to the Administrator prior to anticipated pregnancy leave, a maternity leave of absence without pay will be granted for pregnancy in accordance with the Employment Standards Act, to a maximum of seventeen (17) weeks. The employee shall be eligible to receive fifteen (15) weeks' paid maternity benefits in accordance with the Unemployment Insurance Act. Benefits will be paid for one month commencing with the leave. Seniority will accumulate for the duration of the pregnancy leave with a maximum of seventeen (17) weeks' granted leave. The employee returning to work after maternity leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date of employee's return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

20.03 parental
Maternity-Parental Leave

Upon written request to the Administrator an additional unpaid parental leave of absence shall be granted in accordance with the Employment Standards Act. The employee shall be granted up to eighteen (18) weeks' leave to be taken immediately after maternity leave is exhausted, with the understanding that said employee shall be eligible to receive up to ten (10) weeks' payable benefits under the Unemployment Insurance Act. Seniority will accumulate for the duration of additional parental leave. The

Article 20 - Leave of Absence (cont'd.)

20.03 Parental Leave (Maternity/Paternity/Adoption Leave)
Maternity-Parental Leave (cont'd.)

employee returning to work after parental leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date of employee's return to work and at least four (4) weeks, written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

Additional Unpaid Leave

Upon written request to the Administrator an additional unpaid leave of absence shall be granted up to seventeen (17) weeks, leave to be taken immediately after parental leave is exhausted. The employee requesting additional unpaid leave shall provide the employer with at least four (4) weeks' written notice.

20.03 parental Leave (Maternity/Paternity/Adoption Leave)
Paternal-Parental Leave

Upon written request to the Administrator the father of a newborn child shall be granted an unpaid leave of absence of up to eighteen (18) weeks' duration in accordance with the Employment Standards Act. The employee shall be eligible to receive up to ten (10) weeks' paid parental benefits in accordance with the Unemployment Insurance Act. Benefits will be paid for one (1) month commencing with the leave. Seniority will accumulate for the duration of parental leave. The employee returning to work after paternal-parental leave shall provide the Employer with at least two (2) weeks, written notice of anticipated date of employees return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

20.03 Parental Leave (Maternity/Paternity/Adoption Leave)
Shared Parental Leave

In the event the parents of a newborn child are both employees of the Employer, a parental leave of a maximum of eighteen (18) weeks, duration shall be shared between the parents without loss of benefits, nor seniority, upon written request to the Administrator and in accordance with the Employment Standards Act. Employees shall be eligible to receive paid, shared parental benefits to a maximum of ten (10) weeks between the two parents, in accordance with the Unemployment Insurance Act. Employees

Article 20 - Leave of Absence (cont'd.)

20.03 Parental Leave (Maternity/Paternity/Adoption Leave)
Shared Parental Leave

returning to work after shared parental leave shall provide the Employer with at least two (2) weeks' written notice of anticipated date(s) of employees' return to work and at least four (4) weeks' written notice in the event the employee(s) alter the anticipated date of return to work after such date has been made a matter of the Employer's record and in accordance with the Employment standards Act.

20.03 parental Leave (Maternity/Paternity/Adoption Leave)
Parental Leave - Adoption

Upon written request by either parent to the Administrator an adoption leave without pay will be granted for adoption of a child to a maximum of eighteen (18) weeks' duration in accordance with the Employment Standards Act. The employee shall be eligible to receive payable benefits of up to ten (10) weeks' duration for parental leave for adoption purposes in accordance with the Unemployment Insurance Act. Parental leave for adoption purposes does not apply to the child of one of the adoptive parents. Benefits will be paid for one month commencing with leave. Seniority will accumulate for the duration of the parental leave. The employee returning to work after parental leave for adoption purposes shall provide the Employer with at least two (2) weeks' written notice of anticipated return to work and at least four (4) weeks' written notice in the event the employee alters the anticipated date of return to work after the original return to work date has been made a matter of the Employer's record and in accordance with the Employment Standards Act.

20.04 General Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority when he requests such leave for good and sufficient cause. Such request shall be in writing and may be approved by the Employer. Such request shall not be unreasonably withheld. Seniority will not accumulate while on a leave of absence without pay.

Article 20 - Leave of Absence (cont'd.)

20.05 Ju_____

An employee who is summoned to serve as a juror, or as a witness on behalf of the Home, or concerning the Home, s/he shall be paid his/her regular rate of pay for the time he/she is required to be in court, provided the employee presents to the Employer the subpoena which required his presence in court and pays over to the Employer the amount received by him/her as a juror or witness but shall exclude meal allowances and travelling expenses.

20.06 Leave of Absence for Full-Time Union or Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence up to six (6) weeks' duration, with loss of salary but without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during his term of office.

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during his term of office.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Wage Schedule

The Employer agrees that the Wage Schedule attached hereto shall form part of this Agreement.

All employees covered by this Agreement shall be paid by the hourly rate.

21.02 Relief Employees

Casual employees shall be paid ninety percent (90%) of the Union scale until completion of sixty (60) tours of employment.

Upon successful completion of the probationary period, such employees shall receive the ten percent (10%) difference for the probationary period in the form of a rebate.

Article 21 - Payment of Wages and Allowances (cont'd.)

21.03 Pay on Temporary Transfers
Full-Time, Permanent Part-Time and Casual Employees

When an employee is temporarily requested to perform the principal duties of a higher paying position he shall receive the higher rates of pay commensurating with the duties required.

When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.

One Registered Nursing Assistant (RNA)/Registered Practical Nurse (RPN) working in each wing shall receive a premium of thirty-five cents (35¢) per hour when assigned to work the night shift and when working with one Registered Nurse. This payment shall be in recognition of the increased volume of patient care and extra duties performed therein which are consistent with the duties set out in the Registered Nursing Assistants'/Registered Practical Nurses' job descriptions.

21.04 Educational Reimbursement

If required by the Employer, an employee who successfully completes an education program that is beneficial to the Employer, shall receive reimbursement from the Employer for tuition and course supplies.

ARTICLE 22 - UNIFORM AND CLOTHING ALLOWANCE

22.01 Allowance for Clothing

Effective January 1, 1991 the Employer shall provide an annual clothing allowance of one hundred and twenty -five dollars (\$125.00).

Effective January 1, 1992 the Employer shall provide an annual clothing allowance of one hundred and fifty dollars (\$150.00).

Such clothing allowance shall be issued in the last pay period of December of each year..

Regular part-time employees shall receive a pro-rated amount, calculated from their tours of duty and casual employees will also be pro-rated but only after one hundred and thirty (130) tours of duty in each year.

Dress code shall be according to Employer's written policies.

Article 22 - Uniform and Clothing Allowance (cont'd.)

22.01 Allowance for Clothing (cont'd.)

All clothing allowances shall be paid on a separate paycheque to be retroactive to January 1, 1991.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 pension Plan

Every new employee shall join the Ontario Municipal Employees' Retirement System (OMERS).

23.02 ~~Health Insurance Benefits~~

(a) The Employer will contribute for regular full-time employees to the Ontario Health Insurance Plan, an amount equal to one hundred percent (100%) of the premium for semi-private coverage applicable to the employee.

(b) The Employer will contribute for regular full-time employees to the Great West Life Benefit Plan with ten dollars (\$10.00) single and twenty dollars (\$20.00) family deductible (or its equivalent) an amount equal to seventy-five percent (75%) of the premium applicable to the employee until December 31, 1987 and effective January 1, 1988 the Employer will contribute one hundred percent (100%) of the premium applicable to the employee.

(c) The Employer will contribute for regular full-time employees to the Great West Life Dental Plan - current O.D.A. schedule - (or its equivalent) an amount equal to one hundred percent (100%) of the premium applicable to the employee.

(d) The Employer shall not change carriers for the above coverage without prior notice and discussion with the Union.

(e) If an employee is in receipt of Workers' Compensation benefits, Management will cover benefit premiums for a period of twelve (12) months effective January 1, 1990.

~~If an employee is on a leave of absence Management will cover benefit premiums for a period of twelve (12) months effective January 1, 1990.~~

(g) The employer shall provide for a vision care plan to a maximum of one hundred and twenty dollars (\$120.00) per twenty-four (24) month period for every member of the employee's immediate family.

Article 23 - Employee Benefits (cont'd.)

23.03 Group Insurance Plan

The Employer will contribute for regular full-time employees to the Group Insurance Plan, the amount equal to one hundred percent (100%) of the premium, subject to the terms and conditions of the Plan.

23.04 Unemployment Insurance

All employees covered in this Agreement shall be enrolled under the Unemployment Insurance Act as insurable employees.

ARTI

24.01 Restriction on Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other plant, person, company or non-unit employee.

In situations of Minor or Major Capital renovations to the Home or situations requiring services for which existing staff are not qualified to perform, no such employee will be laid off or have his employment terminated by reason of such subcontracting or contracting out.

24.02 Health and Safety Act

The Union and Employer agree to abide by provisions of the Occupational Health and Safety Act.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Descriptions

The job descriptions shall be the criterion of qualifications. The job description is as contained in the job description manual approved by the Board of Management.

Such existing job description shall not be altered, modified or revised without prior consultation and agreement of the local union and the Employer.

If such agreement is not reached between the parties, then such matter will be subject to the grievance and arbitration procedure.



Article 25 - Job Classification and Reclassification (cont'd.)

25.02 Changes in Classification

When the duties or volume of work in any classification are increased or when any position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay for the job in question, such dispute shall be submitted to negotiation and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 26 - TERM OF AGREEMENT

26.01 Duration

This Agreement shall be in effect from January 1st, 1991 to December 31, 1992 and shall continue automatically from year to year thereafter unless either party notifies the other party within the period of ninety (90) days prior to the termination date, that it desires to amend or terminate this Agreement.

Retroactivity

The wage, clothing allowance, shift differential and vacation provisions shall be retroactive to January 1, 1991.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

SIGNED THIS 22nd day of July, 1993.

THE BOARD OF MANAGEMENT
FOR THE RAINY RIVER
DISTRICT HOME FOR THE
AGED ("RAINYCREST")

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS
LOCAL 65

LETTER OF UNDERSTANDING

BETWEEN:

RAINYCREST DISTRICT HOME FOR THE AGED
(THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO)

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65


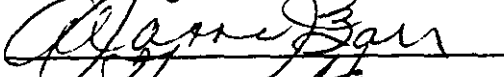

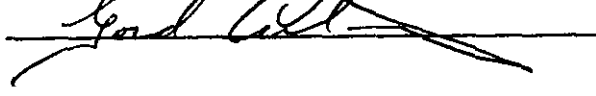
RE: SHORT-TERM AND LONG-TERM DISABILITY PLANS

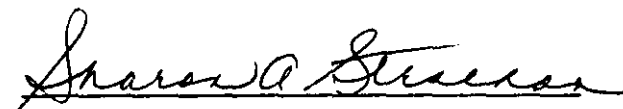

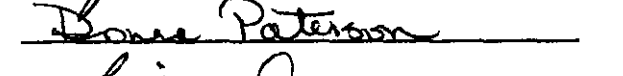
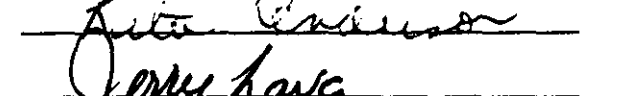

The parties agree that during the life of the Collective Agreement they will meet to discuss proposed STD/LTD plans to cover the CUPE staff. If the parties can agree on a STD/LTD plan it will be implemented at an agreed upon time to cover those staff presently covered by the current sick leave plan.

The initial meeting will be held prior to February 28, 1990.

RAINYCREST DISTRICT HOME FOR
THE AGED (THE BOARD OF
MANAGEMENT FOR THE RAINY
RIVER DISTRICT HOME FOR THE
AGED, FORT FRANCES, ONTARIO

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65

LETTER OF UNDERSTANDING

BETWEEN:

RAINYCREST DISTRICT HOME FOR THE AGED
(THE BOARD OF MANAGEMENT FOR THE RAINY RIVER DISTRICT
HOME FOR THE AGED, FORT FRANCES, ONTARIO)

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 65


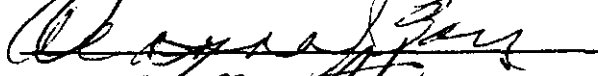
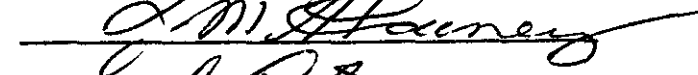

RE: MODIFIED WORK ASSIGNMENT


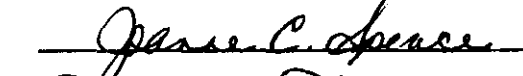
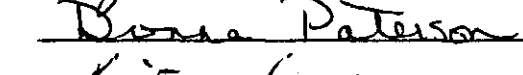
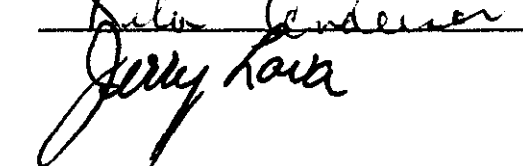
The parties agree to meet within two months of ratification to discuss a policy as well as procedures to be implemented regarding modified and transitional work programs, upon consultation with the Workers' Compensation Board and consistent with the Workers' Compensation Act.

SIGNED THIS 22nd DAY OF July 1993 .

THE BOARD OF MANAGEMENT FOR THE
RAINY RIVER DISTRICT HOME FOR
THE AGED, FORT FRANCES, ONTARIO
(c.o.b. "Rainycrest Home for
the Aged")

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS 'LOCAL
65

SCHEDULE "A" - WAGE SCHEDULE AND JOB CLASSIFICATIONS

**EFFECTIVE JANUARY 1, 1991 - WITH PAY EQUITY ADJUSTMENTS BEFORE
HAEFLING AWARD**

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	12.41	99.28	496.40	2,151.07	25,812.80
Nursing Attendant	11.00	88.00	440.00	1,906.67	22,880.00
<u>Maintenance/Housekeeping</u>					
Maintenance I	12.41	99.28	496.40	2,151.07	25,812.80
Lead Cleaner	11.21	89.68	448.40	1,943.07	23,316.80
Lead Laundry Person	11.21	89.68	448.40	1,943.07	23,316.80
Cleaners	10.76	86.08	430.40	1,865.07	22,380.80
<u>Food Services</u>					
Lead Cook	11.43	91.44	457.20	1,981.20	23,774.40
cook - Cook Helpers	10.89	87.12	435.60	1,887.60	22,651.20
Food Service Aides	10.76	86.08	430.40	1,865.07	22,380.80
<u>Social Services</u>					
Adjuvant	12.41	99.28	496.40	2,151.07	25,812.80
Activity Assistants	10.76	86.08	430.40	1,865.07	22,380.80
Hairdresser	10.98	87.84	439.20	1,903.20	22,838.40
<u>Administration</u>					
Storekeeper	12.41	99.28	496.40	2,151.07	25,812.80
Clerk Receptionist	9.23	73.84	369.20	1,599.87	19,198.40
Van Driver	10.76	86.08	430.40	1,865.07	22,380.80
Handi Van Driver	12.41	99.28	496.40	2,151.07	25,812.80

SCHEDULE "B" - WAGE SCHEDULE AND JOB CLASSIFICATIONS

EFFECTIVE JANUARY 1, 1991 - HAEFLING AWARD - WAGE INCREASE 2%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	12.66	101.28	506.40	2,194.40	26,332.80
Nursing Attendant	11.22	89.76	448.80	1,944.80	23,337.60
<u>Maintenance/Housekeeping</u>					
Maintenance I	12.66	101.28	506.40	2,194.40	26,332.80
Lead Cleaner	11.43	91.44	457.20	1,981.20	23,774.40
Lead Laundry Person	11.43	91.44	457.20	1,981.20	23,774.40
Cleaners	10.98	87.84	439.20	1,903.20	22,838.40
<u>Food Services</u>					
Lead Cook	11.66	93.28	466.40	2,021.07	24,252.80
cook Helpers	11.11	88.88	444.40	1,925.73	23,108.80
Food Service Aides	10.98	87.84	439.20	1,903.20	22,838.40
<u>Social Services</u>					
Adjuvant	12.66	101.28	506.40	2,194.40	26,332.80
Activity Assistants	10.98	87.84	439.20	1,903.20	22,838.40
Hairdresser	11.20	89.60	448.00	1,941.33	23,296.00
<u>Administration</u>					
Storekeeper	12.66	101.28	506.40	2,194.40	26,332.80
Clerk Receptionist	9.41	75.28	376.40	1,631.07	19,572.80
Van Driver	10.98	87.84	439.20	1,903.20	22,838.40
Handi Van Driver	12.66	101.28	506.40	2,194.40	26,332.80

SCHEDULE "C" - OB C SSI I T O

EFFECTIVE JULY 30, 1991 - HAEFLING AWARD - WAGE INCREASE 2%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	12.91	103.28	516.40	2,237.73	26,852.80
Nursing Attendant	11.44	91.52	457.60	1,982.93	23,795.20
<u>Maintenance/Housekeeping</u>					
Maintenance I	12.91	103.28	516.40	2,237.73	26,852.80
Lead Cleaner	11.66	93.28	466.40	2,021.07	24,252.80
Lead Laundry Person	11.66	93.28	466.40	2,021.07	24,252.80
cleaners	11.20	89.60	448.00	1,941.33	23,296.00
<u>Food Services</u>					
Lead Cook	11.89	95.12	475.60	2,060.93	24,731.20
cook Helpers	11.33	90.64	453.20	1,963.87	23,566.40
Food Service Aides	11.20	89.60	448.00	1,941.33	23,296.00
<u>Social Services</u>					
Adjuvant	12.91	103.28	516.40	2,237.73	26,852.80
Activity Assistants	11.20	89.60	448.00	1,941.33	23,296.00
Hairdresser	11.42	91.36	456.80	1,979.47	23,753.60
<u>Administration</u>					
Storekeeper	12.91	103.28	516.40	2,237.73	26,852.80
Clerk Receptionist	9.60	76.80	384.00	1,664.00	19,968.00
Van Driver	11.20	89.60	448.00	1,941.33	23,296.00
Handi Van Driver	12.91	103.28	516.40	2,237.73	26,852.80

SCHEDULE "D" - WAGE SCHEDULE AND JOB CLASSIFICATIONS

EFFECTIVE DECEMBER 30, 1991 - HAEFLING AWARD - WAGE INCREASE 4%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	13.43	107.44	537.20	2,327.87	27,934.40
Nursing Attendant	11.90	95.20	476.00	2,062.67	24,752.00

Maintenance/Housekeeping

Maintenance I	13.43	107.44	537.20	2,327.87	27,934.40
Lead Cleaner	12.13	97.04	485.20	2,102.53	25,230.40
Lead Laundry Person	12.13	97.04	485.20	2,102.53	25,230.40
Cleaners	11.65	93.20	466.00	2,019.33	24,232.00

Food Services

Lead Cook	12.37	98.96	494.80	2,144.13	25,729.60
cook Helpers	11.78	94.24	471.20	2,041.87	24,502.40
Food Service Aides	11.65	93.20	466.00	2,019.33	24,232.00

Social Services

Adjuvant	13.43	107.44	537.20	2,327.87	27,934.40
Activity Assistants	11.65	93.20	466.00	2,019.33	24,232.00
Hairdresser	11.88	95.04	475.20	2,059.20	24,710.40

Administration.

Storekeeper	13.43	107.44	537.20	2,327.87	27,934.40
Clerk Receptionist	9.98	79.84	399.20	1,729.87	20,758.40
Van Driver	11.65	93.20	466.00	2,019.33	24,232.00
Handi Van Driver	13.43	107.44	537.20	2,327.87	27,934.40

SCHEDULE "E" - O SS F AT ON

EFFECTIVE JANUARY 1, 1992 - MERIT AWARD - WAGE INCREASE 4%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	13.97	111.76	558.80	2,421.47	29,057.60
Nursing Attendant	12.38	99.04	495.20	2,145.87	25,750.40
<u>Maintenance/Housekeeping</u>					
Maintenance I	13.97	111.76	558.80	2,421.47	29,057.60
Lead Cleaner	12.62	100.96	504.80	2,187.47	26,249.60
Lead Laundry Person	12.62	100.96	504.80	2,187.47	26,249.60
Cleaners	12.12	96.96	484.80	2,100.80	25,209.60
<u>Food services</u>					
Lead Cook	12.86	102.88	514.40	2,229.07	26,748.80
Cook Helpers	12.25	98.00	490.00	2,123.33	25,480.00
Food Service Aides	12.12	96.96	484.80	2,100.80	25,209.60
<u>Social Services</u>					
Adjuvant	13.97	111.76	558.80	2,421.47	29,057.60
Activity Assistants	12.12	96.96	484.80	2,100.80	25,209.60
Hairdresser	12.36	98.88	494.40	2,142.40	25,708.80
<u>Administration</u>					
Storekeeper	13.97	111.76	558.80	2,421.47	29,057.60
Clerk Receptionist	10.38	83.04	415.20	1,799.20	21,590.40
Van Driver	12.12	96.96	484.80	2,100.80	25,209.60
Hand Van Driver	13.97	111.76	558.80	2,421.47	29,057.60

SCHEDULE "F" - WAGE SCHEDULE AND JOB CLASSIFICATIONS

EFFECTIVE JULY 30, 1992 - HAEFLING AWARD - WAGE INCREASE 4%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	14.53	116.24	581.20	2,518.53	30,222.40
Nursing Attendant	12.88	103.04	515.20	2,232.53	26,790.40
<u>Maintenance/Housekeeping</u>					
Maintenance I	14.53	116.24	581.20	2,518.53	30,222.40
Lead Cleaner	13.12	104.96	524.80	2,274.13	27,289.60
Lead Laundry Person	13.12	104.96	524.80	2,274.13	27,289.60
Cleaners	12.60	100.80	504.00	2,184.00	26,208.00
<u>Food Services</u>					
Lead Cook	13.37	106.96	534.80	2,317.47	27,809.60
cook Helpers	12.74	101.92	509.60	2,208.27	26,499.20
Food Service Aides	12.60	100.80	504.00	2,184.00	26,208.00
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Adjuvant	14.53	116.24	581.20	2,518.53	30,222.40
Activity Assistants	12.60	100.80	504.00	2,184.00	26,208.00
Hairdresser	12.85	102.80	514.00	2,227.33	26,728.00
<u>Ad ' ' tration</u>					
Storekeeper	14.53	116.24	581.20	2,518.53	30,222.40
Clerk Receptionist	10.80	86.40	432.00	1,872.00	22,464.00
Van Driver	12.60	100.80	504.00	2,184.00	26,208.00
Handi Van Driver	14.53	116.24	581.20	2,518.53	30,222.40

SCHEDULE "G" - WAGE SCHEDULE AND JOB CLASSIFICATIONS

EFFECTIVE DECEMBER 30, 1992 - HAEFLING AWARD - WAGE INCREASE 5%

DEPARTMENT

<u>Nursing</u>	<u>Hourly</u>	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Yearly</u>
R.N.A.	15.26	122.08	610.40	2,645.07	31,740.80
Nursing Attendant	13.52	108.16	540.80	2,343.47	28,121.60
<u>Maintenance/Housekeeping</u>					
Maintenance I	15.26	122.08	610.40	2,645.07	31,740.80
Lead Cleaner	13.78	110.24	551.20	2,388.53	28,662.40
Lead Laundry Person	13.78	110.24	551.20	2,388.53	28,662.40
Cleaners	13.23	105.84	529.20	2,293.20	27,518.40
<u>Food Services</u>					
Lead Cook	14.04	112.32	561.60	2,433.60	29,203.20
Cook Helpers	13.38	107.04	535.20	2,319.20	27,830.40
Food Service Aides	13.23	105.84	529.20	2,293.20	27,518.40
<hr/>					
Adjuvant	15.26	122.08	610.40	2,645.07	31,740.80
Activity Assistants	13.23	105.84	529.20	2,293.20	27,518.40
Hairdresser	13.49	107.92	539.60	2,338.27	28,059.20
<u>Administration</u>					
Storekeeper	15.26	122.08	610.40	2,645.07	31,740.80
Clerk Receptionist	11.34	90.72	453.60	1,965.60	23,587.20
Van Driver	13.23	105.84	529.20	2,293.20	27,518.40
Handi Van Driver	15.26	122.08	610.40	2,645.07	31,740.80